



Price Agreement Amendment

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Printed: 9/24/2003

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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SILVA ENVIRONMENTAL & ASSOC INC
45 TRANSIT ST
WARWICK RI 02889

ASBESTOS ABATEMENT CONSULT

Amendment Date: 09/23/2003
Original Award Date: 10/24/2002
Buyer: O'HARA, JOHN F
Phone #: (401) 222 - 2142 ext. 125
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

1

Award Number

68M00257794

Effective Period:

10/01/2002 - 09/30/2004

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-194	B01419
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1 CHANGE TO PO #68M00257794 DATED 10/24/22. THE EFFECTIVE PERIOD HAS BEEN EXTENDED TO 9/30/04.				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



Notice of Price Agreement Award

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Printed: 10/28/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	SILVA ENVIRONMENTAL & ASSOC INC 45 TRANSIT ST WARWICK RI 02889	ASBESTOS ABATEMENT CONSULT	
		Award Number 68M00257794	Effective Period: 10/1/02 - 9/30/03

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 10/24/2002 Buyer: JOHN O'HARA Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-194	B01419
Item		Unit	Unit Price
	10/1/02 - 9/30/03 (WITH OPTION TO RENEW FOR ONE YEAR) MASTER PRICE AGREEMENT #194 THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor. STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).		

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VENDOR COPY

STATE PURCHASING AGENT/DESIGNEE



Notice of Price Agreement Award

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		Award Number 68M00257794	Effective Period: 10/1/02 - 9/30/03

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 10/24/2002 Buyer: JOHN O'HARA Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-194	B01419
Item		Unit	Unit Price
	<p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.</p>		

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68M00257794 **10/1/02 - 9/30/03**

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Date: 10/24/2002
Buyer: JOHN O'HARA
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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-194	B01419
Item		Unit	Unit Price
	<p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056)</p> <p>VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. IN ADDITION TO THESE LICENSE REQUIREMENTS, VENDOR, BY SUBMISSION OF HIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.</p> <p>NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL</p> <p>THE VENDOR WILL PROVIDE COMPLETE ASBESTOS ABATEMENT CONSULTING SERVICES TO THE STATE, INCLUDING INSPECTIONS, TESTING, PREPARATION OF ASBESTOS ABATEMENT PLANS, PUBLIC EDUCATION, ASSISTANCE IN PREPARATION OF GRANT OR REIMBURSEMENT APPLICATIONS FOR ABATEMENT ACTIVITIES, AND ALL OTHER RELATED WORK ITEMS ASSOCIATED WITH THIS WORK.</p> <p>PAYMENT WILL BE ON A TIME AND MATERIALS BASIS, WITH THE RATES LISTED IN THIS MASTER PRICE AGREEMENT. ANY REIMBURSABLE ITEMS SHALL BE COMPENSATED FOR AT DIRECT COST, WITH NO MARK-UP.</p>		

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S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 10/24/2002 Buyer: JOHN O'HARA Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-194	B01419
Item		Unit	Unit Price
1.0	A. ABATEMENT PROJECT ELEMENTS ASBESTOS INSPECTION CONSULTANT DEFINED AS AN INDIVIDUAL WHO (UNDER THE DOH REGULATORY DEFINITION) (1) WILL CONDUCT INSPECTIONS AND REINSPECTIONS TO IDENTIFY LOCATIONS OF FRIABLE AND NONFRIABLE ASBESTOS CONTAINING MATERIAL (ACM); (2) WILL COLLECT BULK SAMPLES OF HOMOGENEOUS AREAS OF FRIABLE SURFACING MATERIALS; (3) WILL CONDUCT SURVEILLANCE OF THERMAL SYSTEMS INSULATION, AND/OR (4) WILL DISCHARGE OTHER SUCH RELATED ACTIVITIES. RELATED ACTIVITIES SHALL INCLUDE THE PREPARATION OF ANY TECHNICAL REPORT (S) REQUIRED BY THE AGENCY IN ADVANCE OF AN ASBESTOS PLAN.	HR	13.00
2.0	ASBESTOS PROJECT DESIGNER CONSULTANT DEFINED AS AN INDIVIDUAL WHO (UNDER THE DOH REGULATORY DEFINITION) (1) WILL DESIGN ALL TYPES OF ABATEMENT ACTIONS AS DEFINED BY THE RHODE ISLAND "RULES AND REGULATIONS FOR ASBESTOS CONTROL" AND OR (2) WHO WILL DISCHARGE OTHER SUCH RELATED ACTIVITIES INCLUDING THE PREPARATION OF THE ASBESTOS ABATEMENT PLAN AND ANY SERVICES OF A DRAFTSMAN AS REQUIRED TO COMPLETE THE ABATEMENT PLAN.	HR	13.00

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-194	B01419
Item		Unit	Unit Price
3.0	PROJECT MONITOR DEFINED AS THE INDIVIDUAL WHOSE RESPONSIBILITY IT WILL BE TO COLLECT AIR SAMPLES AND OVERSEE THE ABATEMENT PROJECT TO ASSURE COMPLIANCE WITH STATE AND/OR FEDERAL REGULATIONS RELATED TO THE ABATEMENT PROJECT. B. ANALYTICAL SERVICES	HR	13.00
4.0	AIR SAMPLES (PCM) 24 HOUR TURNAROUND	EA	6.00
5.0	AIR SAMPLES (PCM) 4 HOUR TURNAROUND	EA	6.00
6.0	AIR SAMPLES (TEM) 5 WORKING DAY TURNAROUND	EA	35.00
7.0	AIR SAMPLES (TEM) 3 WORKING DAY TURNAROUND	EA	40.00
8.0	AIR SAMPLES (TEM) 24 HOUR TURNAROUND	EA	45.00
9.0	BULK SAMPLES (PLM) 5 WORKING DAY TURNAROUND	EA	6.00
10.0	BULK SAMPLES (PLM) 24 HOUR TURNAROUND	EA	11.00

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-194	B01419
Item		Unit	Unit Price
11.0	<p>BULK SAMPLES (PLM) 4 HOUR TURNAROUND</p> <p>NOTE:</p> <p>1. LABOR OVER 8 HOURS PER DAY, AFTER 5:00 P.M., OR ON SATURDAYS WILL BE PAID AT ONE AND ONE-HALF TIMES THE ABOVE RATES.</p> <p>2. LABOR ON SUNDAYS AND HOLIDAYS WILL BE PAID AT TWO TIMES THE ABOVE RATES.</p> <p>3. PRICES ARE FOR VENDOR SERVICES ON SITE. MILEAGE AND TRAVEL TIME SHALL NOT BE CHARGED BY THE VENDOR OR ALLOWED BY THE STATE.</p> <p>4. THE VENDOR WILL BE REQUIRED TO ATTACH COPIES OF EMPLOYEE TIME SHEETS TO EACH INVOICE FOR SERVICES SUBMITTED. TIME SHEET TO INDICATE CLASS OF STAFF, HOURS WORKED, AND TYPE OF WORK ACCOMPLISHED.</p> <p>5. IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$5,000.00 WITHOUT PRIOR APPROVAL OF THE DIVISION OF PURCHASES.</p> <p>6. QUARTERLY REPORTS OF ACTIVITY AS SPECIFIED IN THE BID INSTRUCTIONS ARE EMPHASIZED AS A REQUIREMENT OF THE VENDOR.</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.</p> <p>VENDOR TELEPHONE #: 401-732-3976 VENDOR FAX #: 401-732-1491</p>	EA	11.00

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TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.